

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

EDWARD WIEGAND AND EUGENIA )  
SPRICH, TRUSTEES OF THE HERBERT )  
C. WIEGAND REVOCABLE TRUST, )  
INDIVIDUALLY AND ON BEHALF OF )  
ALL OTHER SIMILARLY SITUATED, )

Plaintiff, )  
)  
)

vs. ) Case No. 4:22 CV 188 RWS  
)  
)

NEW YORK LIFE INSURANCE & )  
ANNUITY CORPORATION, ET AL., )  
)

Defendants. )

VIDEOCONFERENCE DEPOSITION OF EUGENIA SPRICH

Taken on behalf of Defendants

April 7, 2023

JULIE HUNDELT, RPR, CCR, CSR  
Missouri CCR No. 829  
Illinois CSR No. 084-004789

1                   I N D E X     O F     E X A M I N A T I O N

2     WITNESS:   EUGENIA SPRICH

3               Examination By Mr. Ryan .....6

4

5

                 I N D E X     O F     E X H I B I T S

6

Exhibit No. 1 .....35

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Document: First Amendment to the  
Amended and Restated Herbert C.

8

Wiegand Revocable Trust

9

Exhibit No. 2 .....52

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Document: Assets of Herbert C.  
Wiegand

11

Exhibit No. 3 .....67

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7/22/2003 Letter from Joann Dyroff  
to Marylee Behlmann at Vance  
Financial Group

13

Exhibit No. 4 .....81

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Policy on Jean Wiegand, Policy No.  
62791665, Date of 6/1/2000

15

Exhibit No. 5 .....108

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2/17/2004 Fax Cover Sheet from Joann  
Dryoff to Vance Financial Group Re:  
New York Life Insurance Policy  
62691665

17

18

Exhibit No. 6 .....109

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Itemized Document from Herbert C.  
Wiegand Revocable Trust Checking  
Account

20

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New York Life Customer Advocacy  
Department

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Exhibit No. 8 .....115

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7/30/2002 Document: Fax Cover Sheet  
Vance Financial Group from Marylee  
Behlmann to McCarter and Greenley  
Re: Jean Wiegand Policy No. 62791665

25

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19		
20		
21	(All exhibits were retained by counsel for Defendants,	
22	Daniel K. Ryan.)	
23		
24		
25		

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3 EASTERN DIVISION

4 EDWARD WIEGAND AND EUGENIA )  
5 SPRICH, TRUSTEES OF THE HERBERT) )  
6 C. WIEGAND REVOCABLE TRUST, )  
7 INDIVIDUALLY AND ON BEHALF OF )  
8 ALL OTHER SIMILARLY SITUATED, )

9 Plaintiff, )

10 vs. )

11 NEW YORK LIFE INSURANCE & )  
12 ANNUITY CORPORATION, ET AL., )  
13 Defendants. )

Case No. 4:22 CV 188 RWS

14 VIDEOCONFERENCE DEPOSITION OF EUGENIA SPRICH,  
15 produced, sworn, and examined on behalf of the  
16 Defendants, April 7, 2023, between the hours of  
17 10:00 a.m. CST and 3:30 p.m. CST on that day, via Zoom,  
18 before Julie Hundelt, a Registered Professional  
19 Reporter, Certified Shorthand Reporter, and Certified  
20 Court Reporter, within and for the State of Missouri.

1 A P P E A R A N C E S

2 APPEARING FOR THE PLAINTIFF:  
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14 (312) 704-3248  
15 dryan@hinshawlaw.com

16 ALSO PRESENT:  
17 Edward Wiegand  
18  
19  
20  
21  
22  
23  
24  
25

1                   IT IS STIPULATED AND AGREED by and between  
2       counsel for the Plaintiffs and counsel for the  
3       Defendants that the deposition of EUGENIA SPRICH may be  
4       taken in shorthand by Julie Hundelt, Registered  
5       Professional Reporter, Certified Court Reporter, and  
6       Certified Shorthand Reporter, and afterwards  
7       transcribed into typewriting, and the signature of the  
8       witness is reserved by agreement of counsel and the  
9       witness.

10                   PROCEEDINGS: 10:00 a.m. CST

11                               \* \* \* \* \*

12                   EUGENIA SPRICH,  
13       of lawful age, being produced, sworn, and examined on  
14       the part of the Defendants, and after responding "I do"  
15       to the oath administered by the court reporter, deposes  
16       and says:

17                               EXAMINATION

18       QUESTIONS BY MR. RYAN:

19               Q     All right. We've done it. Technology is in  
20       place here.

21                   Would you please state your full name and  
22       spell it for the record?

23               **A     It's Eugenia W. Sprich. It's E-U-G-E-N-I-A,**  
24       **middle initial W like William, Sprich, S-P-R-I-C-H.**

25               Q     All right. And we've got Ed, is it Wiegand

1       **the connection goes. But I won't swear on it.**

2           Q     Okay. Have you ever had any, have you ever  
3 met Clinton Vance?

4           **A     Yes.**

5           Q     On how many occasions?

6           **A     Two.**

7           Q     When were those occasions?

8           **A     One was at 9 Huntleigh Woods one time when I**  
9 **was there. And the other time was at the visitation.**

10          Q     And so the meeting with him at 9 Huntleigh  
11 Woods in St. Louis, that was while your dad was still  
12 alive?

13          **A     Yes.**

14          Q     And what was that, some sort of a social  
15 event?

16          **A     No, they needed him to sign papers while we**  
17 **were there. And they brought them over.**

18          Q     Did you have to sign papers at that time?

19          **A     No. They were still finishing up my dad's**  
20 **stuff.**

21          Q     Okay.

22          **A     They needed his signature.**

23          Q     I see. And you just happened to be there?

24          **A     Yes.**

25          Q     Were those any documents related to the

1 insurance policy at issue in this lawsuit?

2 **A I have no idea.**

3 Q Okay.

4 **A I didn't see it, and it wasn't offered.**

5 Q And at any time, did you discuss with  
6 Mr. Vance the life insurance policy that's at issue in  
7 this lawsuit?

8 **A I only found out about it the day of the**  
9 **viewing.**

10 Q Okay. And how did you find out about it?

11 **A I was speaking to people in the viewing**  
12 **room. And a guy tapped on my shoulder and it was**  
13 **Mr. Clinton Vance and he asked me to follow him. We**  
14 **went into a little office, and he told me about that.**  
15 **That's the first I heard of it.**

16 Q So at the viewing, that was at the wake  
17 after your father's death?

18 **A Yeah. The viewing, yeah, before the**  
19 **funeral.**

20 Q Okay. And what, if anything -- was there  
21 anyone in the room other than you and Mr. Vance?

22 **A No.**

23 Q What, if anything -- what did Mr. Vance tell  
24 you about the policy that's at issue in this lawsuit?

25 **A He told me that my dad had this other**



1       policy, and it's on Jean's life. And he has paid all  
2       the premiums and all the taxes on it. All you have to  
3       do is sit back and wait for her to die. Then it gets  
4       split among the kids. That's exactly, pretty much  
5       exactly what he said to me.

6               Q     Anything else?

7               A     No.

8               Q     All right. The next policy listed in  
9       Exhibit 2 is a life policy 62772095 on Dr. Wiegand's  
10      life. Death benefit is \$400,000. CV on 9/8/01.  
11      73,385. ANN premiums are \$35,000.

12              Do you see that?

13              A     Yes.

14              Q     Was that a term life insurance policy to  
15      your knowledge?

16              A     I don't know.

17              Q     It reflects an amount of \$400,000. To your  
18      knowledge, was this policy in effect at the time of  
19      your father's death?

20              A     It would appear to be by the date, value  
21      date.

22              Q     Okay. And was it, was it a policy issued by  
23      New York Life?

24              A     I don't know that.

25              Q     To your knowledge, was this policy -- did

1           **A     Correct.**

2           Q     That would be all, all seven children of  
3     your father?

4           **A     Yes.**

5           Q     At the time you signed this document in or  
6     about May 27, 2003, did you or Ms. Dyroff have the  
7     policy that is the subject of, of this transfer of  
8     ownership?

9                     MR. JACOBSON: Object to the form of the  
10    question.

11                    I'm not sure what you mean by "had the  
12    policy." You mean had a copy of the policy?

13                    MR. RYAN: I'm not sure, Joe.

14           Q     (By Mr. Ryan) The copy -- did you have a  
15    copy of the policy?

16           **A     I don't think I did.**

17           Q     Okay. When was the first time --

18           **A     Oh, this is, this is the one where, where --**  
19    **no. I did not get a copy of that.**

20           Q     Okay.

21           **A     Of the policy itself.**

22           Q     When was the first time you were provided  
23    with a copy of the life insurance policy that is the  
24    subject of this lawsuit?

25           **A     Only after I found out Jean Walters passed**

1       **away.**

2           Q       And when approximately was that?

3           **A       That was last -- over a year ago I think it**  
4       **was.**

5           Q       So approximately what year?

6           **A       2000 -- what is it -- '21 or '22. '21 I**  
7       **think.**

8           Q       Prior to 2021, did anyone explain to you how  
9       this policy, namely the policy that's at issue in this  
10      lawsuit, operated?

11          **A       No. Had no idea.**

12          Q       Up until the time you got a copy of the  
13      policy in 2021 or 2022, was it your understanding that  
14      nothing needed to be done relative to this policy  
15      other than to wait until Jean Cameron Walters passed  
16      away?

17          **A       That is correct. From Clinton Vance.**

18          Q       Based on what Mr. Vance told you?

19          **A       Yes. That the policies were all paid up and**  
20      **the taxes were all paid up.**

21          Q       And that you didn't need to do anything  
22      except wait until --

23          **A       Correct.**

24          Q       -- Jean Cameron --

25          **A       Passed away.**

1           **A     It was a couple weeks. I don't remember how**  
2           **long. I'd have to look at it.**

3           Q     Okay. During this time, were you discussing  
4           with your brother Ed Wiegand anything about this  
5           policy?

6           **A     What do you mean discussing? We didn't know**  
7           **the terms of the policy in between.**

8           Q     Yeah, I know. But -- you're in the process  
9           of trying to get more information regarding the  
10          policy; right?

11          **A     Yeah.**

12          Q     Did you, did you, did you discuss anything  
13          having to do with this policy with your brother Ed,  
14          the co-trustee?

15          **A     Yes.**

16          Q     During this, during this period of time?

17          **A     Yes, I told him I was looking into it**  
18          **because I talked to him. He didn't have anything that**  
19          **referred to it.**

20          Q     Okay.

21          **A     About the terms of it.**

22          Q     Did you reach out to Ms. Joann Dyroff  
23          regarding this policy after you learned that Jean  
24          Cameron Walters had passed away?

25          **A     Yes, I did.**

1 Q And what did she tell you?

2 A She went and got her files. There's -- and  
3 sent me copies that showed that Eddie and I had signed  
4 the documents to have the name and address changed.  
5 She said --

6 Q Did she provide -- did Dyroff provide you  
7 with a copy of the policy?

8 A No, not the policy.

9 Q Did you ask her for a copy of the policy?

10 A I don't -- I don't think she thought she had  
11 it.

12 Q Have you seen the documents that she's  
13 produced in response to our subpoena in this case?

14 A Yes.

15 Q Did you see that she had a copy of the  
16 policy in her file?

17 A I did not know -- she didn't, she did not  
18 know that she had it when I spoke it her.

19 Q Okay. Did you ask her to check to see if  
20 she had a copy of the policy?

21 A I think I asked her if she had it, and I, I  
22 don't remember the exact conversation.

23 Q Okay. Let me ask you this, at any time  
24 after your father's funeral and up until the time you  
25 learned that Jean Cameron Walters had passed away, did

1       you have any conversations with Joann Dyroff or anyone  
2       at her office regarding the life insurance policy  
3       that's at issue in this lawsuit?

4               **A       Could you repeat that, please?**

5               MR. RYAN: Miss Court Reporter, would you  
6       repeat it, please.

7                       (The requested portion of testimony was  
8                       read back by the court reporter.)

9               THE WITNESS: From the time after my father  
10       died, we just, we had those letters -- Eddie and I  
11       signed those letters that she had sent on to Vance  
12       that was forwarded to New York. But other than that,  
13       no.

14              Q       (By Mr. Ryan) All right. So aside, except  
15       for the documents transferring ownership of this  
16       policy from the LLC to the Herbert C. Wiegand Trust,  
17       you had no conversations with Joann Dyroff or her  
18       office regarding this policy up until the time you  
19       learned of the death of Jean Cameron Walters; is that  
20       correct?

21              **A       Correct. Correct.**

22              Q       During that same time period, did you or  
23       your brother ask anyone, whether it be Ms. Dyroff's  
24       office or New York Life, did you -- during those years  
25       did you ask anyone for documents or information or

1 reports or statements regarding the policy that's at  
2 issue in this case?

3 **A I did not. I don't know if anybody else**  
4 **did, but I didn't because of the way it was presented**  
5 **to me by Clinton Vance -- there was nothing to be done**  
6 **but wait, everything was taken care of.**

7 Q Did you or your brother ever ask Joann  
8 Dyroff or anyone else to analyze the policy that's at  
9 issue in this case to see whether or not anything  
10 further needed to be done on this policy after your  
11 dad passed away?

12 **A No. When I was told everything was paid up**  
13 **and all we had to do was sit and wait, I didn't see**  
14 **there was any reason to ask anybody anything. We**  
15 **weren't -- we didn't have to do anything. And I**  
16 **assumed everything was going to be paid -- that**  
17 **everything was okay.**

18 Q Other than the policy, the life insurance  
19 policy that's at issue in this case, are you aware of  
20 any other assets that are contained in the Herbert C.  
21 Wiegand Revocable Trust?

22 **A I'm confused what you're asking.**

23 Q Sure. I'll, I'll -- I need to stop sharing  
24 here.

25 Other than possibly this life insurance

1       it?   did I -- am I sharing it with you, Gina?

2           **A     Yeah, I can see it. It's kind of small, but**  
3       **I can see it.**

4           Q     Let me see if I can blow it up for you. Do  
5       you see it better now?

6           **A     Yes.**

7           Q     So at the top there's some legal expenses  
8       for McCarter and Greenley.

9                   Is this from the trust checking account?

10          **A     I, I don't recall.**

11          Q     Okay. And where did the account statements  
12       for this checking account go? Did they go to you or  
13       your brother Ed?

14          **A     Eddie has the, Eddie the checkbook. Eddie**  
15       **wrote the checks.**

16          Q     Okay. Are you aware of any payments going  
17       to Joann Dyroff's firm after 2004 for services  
18       relative to the Herbert C. Wiegand Revocable Trust?

19          **A     Not that I recall.**

20          Q     Would that suggest to you that Ms. Dyroff  
21       and her firm didn't provide any legal services for the  
22       trust after 2004?

23          **A     I, I don't recall. We didn't end the**  
24       **relationship because we knew we had this thing coming**  
25       **up, so we wanted to keep it open in case we needed it.**



1       **policies.**

2           Q     All right. And in order to understand the  
3     statements, did you have to go back to the policy  
4     itself?

5           **A     Yes.**

6           Q     Read that?

7           **A     Yes.**

8           Q     Okay. And who, who did you confer with in  
9     order to understand these annual statements as well as  
10    the policy?

11          **A     I know I had talked to Joann a couple times.**  
12    **She kind of helped me understand it.**

13          Q     Okay. And what did Joann say to you  
14    regarding the policy and the statements?

15               MR. JACOBSON: I'm going to object. I'm  
16    going to object as to attorney-client communication.

17               THE WITNESS: Yes. Thank you.

18               MR. RYAN: Well, Joe, I, I hear your  
19    objection. But the, the communications that we're  
20    talking about here are at the heart of this  
21    litigation. And I think there's an exception --

22               Our position is that there's an exception to  
23    the privilege given the nature of this dispute and the  
24    communications between Dyroff and, and this witness,  
25    so I believe I'm entitled to inquire about them.

1 I'm not intending -- I don't have any belief  
2 that I'm going to convince you of that here today.  
3 I'm just, I'm just stating my position for the record,  
4 okay, and we'll take it up with the judge.

5 That's not -- I'm not trying to be  
6 threatening or anything. I just want you to  
7 understand that that's our position, and we may need  
8 to come back depending on the Court's ruling. Okay?

9 MR. JACOBSON: I'll let you know my position  
10 which is that you say it's the heart of the situation,  
11 and communications between their clients and lawyers  
12 are often at the heart of the situation.

13 The privilege is there. The relationship  
14 was never terminated. And Ms. Dyroff at her  
15 deposition refused to answer these questions as well  
16 under attorney-client privilege.

17 MR. RYAN: I understand. Hey, listen, we  
18 can have mutual respect on this. Okay? I'm not  
19 trying to pick a fight here. I just thought I'd get  
20 my position on the record, as I think Jim Brodzik did  
21 during Dyroff's deposition. Okay.

22 So I'm going to ask some follow-up questions  
23 without getting into the substance of her  
24 communications with Joann Dyroff just to get a sense  
25 of who, what, when, that sort of thing. Okay?

1           Q       (By Mr. Ryan) Back on the record -- well, I  
2       guess we've been on the record.

3                   Gina, you indicated that you had some  
4       communications with Ms. Dyroff after you received the  
5       policy and the annual statements from New York Life;  
6       is that correct?

7           **A       Correct.**

8           Q       How many such communications did you have  
9       with her on that subject?

10          **A       Of this policy?**

11          Q       Yeah. And the statements.

12          **A       Not a whole lot.**

13          Q       Well, can you estimate for me how many, how  
14       many -- were they over the phone, were they by email,  
15       or were they in person? What kind of --

16          **A       They were mostly over the phone.**

17          Q       Do you recall how many times you had  
18       communications with her, with Ms. Dyroff, after you  
19       received the policy and the annual statements from New  
20       York Life?

21          **A       I may have talked to her once or twice**  
22       **afterwards, after I knew what I needed to do.**

23          Q       Did Ms. -- to your knowledge, did Ms. Dyroff  
24       have any communications with New York Life?

25                   MR. JACOBSON: I'm going to object to that